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Attorney for Plaintiff BIJON HUGHES

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BIJON LEE HUGHES,)	CASE NO: 05-CV-00223 DFL PAN
)	
Plaintiff,)	
)	
vs.)	STIPULATED PROTECTIVE ORDER
)	
CITY OF FAIRFIELD, J. JACOBSEN, Badge)	
No. 1200, individually and in his capacity as)	
an Officer of the Fairfield Police department,)	
BILL GRESHAM, individually and in his)	
capacity as Chief of Police for the Fairfield)	
Police Department, and DOES 1 through 50,)	
et al.,)	
)	
Defendants.)	

Subject to the approval of this Court, the parties hereby stipulate to the following:

1 Defendants, City of Fairfield, Officer Jausiah Jacobsen, Chief of Police Bill Gresham
2 And Does 1-50, were requested to provide plaintiff with a police report that is to be provided
3 to Plaintiff.

4 **1. Documents**

5 1. Defendants' counsel is to provide to Plaintiff's attorney as "Confidential
6 Material" a copy of Fairfield Police Department Information Report Number 05-
7 8273.

8 **B. Conditions for Document**

9 a. Confidential Material shall be used solely in connection with this
10 litigation and the preparation and trial of this case, or any related
11 appellate proceeding, and not for another other purposed, including any
12 other litigation.

13 b. Confidential Material may be disclosed only to the following
14 persons:

15 (1) Counsel for any party to this action;

16 (2) Paralegal, stenographic, clerical and secretarial personnel
17 regularly employed by counsel referred to in (1);

18 (3) Court personnel including stenographic reporters engaged in
19 such proceedings as are necessarily incidental to preparation for the trial
20 of this action:

21 (4) Any outside expert or consultant retained in connection with
22 the action, and not otherwise employed by either party;

23 (5) Any "in house" expert designated by defendants to testify at
24 trial in this matter:

25 (6) Witnesses, other than the plaintiff herein, may have the
26 documents disclosed to them during deposition proceedings; the
27 witnesses may not leave the deposition with copies of the documents,
28 and shall be bound by the provisions of the Non Disclosure Agreement.

1 Nothing in this paragraph (d) is intended to prevent official or employees
2 of the City of Fairfield or other authorized government officials from
3 having access to the documents if they would have had access in the
4 norm al course of their job duties.

5 c. Each person to whom disclosure is made, with the exception of
6 counsel who are presumed to know of the contents of this protective
7 order, shall prior to the time of disclosure be provided by the person
8 furnishing him/her such material a copy of this order and the
9 nondisclosure agreement and shall agree on the record or in writing that
10 he/she has read the protective order. Such person also must consent to
11 be subject to the jurisdiction of the United States District Court for the
12 Eastern District of California with respect to any proceeding relating to
13 enforcement of this order, including without limitation, any proceeding for
14 contempt. Unless made on the record in this litigation, counsel making
15 the disclosure to any person described above shall retain the original
16 executed copy of said agreement until final termination of this litigation.

17 d. At the conclusion of the trial and of any appeal or upon other
18 termination of this litigation, all Confidential Material received under the
19 provision of this order (including any copies made) shall be tendered
20 back to Counsel for the City of Fairfield. Provisions of this order insofar
21 as they restrict disclosure and use of the material shall be in effect until
22 further order of this court.

23 e. The foregoing is without prejudice to the right of any party: (a) to
24 apply to the court for further protective order relating to any Confidential
25 Material or relating to discovery in this litigation: (b) to apply to the court
26 for an order removing the Confidential Material designation from any
27 documents; and c) to apply to the court for an order compelling
28 production of documents or modification of this order or for any order

1 permitting disclosure of Confidential Material beyond the terms of this
2 Order.

3 f. Nothing in this order shall preclude a party from showing or
4 disclosing to any person not listed in this order depositions transcripts,
5 pleading or briefs containing Confidential Material if the document
6 containing such materials.

7 **SO STIPULATED:**

8
9 DATED: 09/14/2005 /s/
10 Andrew C. Schwartz, Attorney for Plaintiff

11 DATED: 09/19/2005 /s/
12 Kimberly E. Colwell ,Attorney for Defendants

13
14 The court declines to approve the protective order because no showing is made why
15 the police report should be maintained in confidence. Further, paragraph f above contains
16 clerical mistakes that render the paragraph nonsensical.

17
18 DATED: 9/21/2005 /s/ David F. Levi
19 Hon. David F. Levi, U.S. District Judge

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